

Property Tax Id.

DRAFT 5-30-07

CITY OF BRUNSWICK, MARYLAND

STORM WATER MANAGEMENT AND/OR DRAINAGE

DEED OF EASEMENT AND MAINTENANCE COVENANTS AGREEMENT

-INSERT NAME OF SUBDIVISION OR PROJECT OR STREET ADDRESS-

[FOR USE IN MULTI-LOT RESIDENTIAL AND COMMERCIAL PROJECTS
WHERE CITY NOT RESPONSIBLE FOR MAINTENANCE OF SWM FACILITIES]

THIS DEED OF EASEMENT AND MAINTENANCE COVENANTS AGREEMENT
(hereinafter “**this Deed of Easement**”) is made as of the ____ day of _____,
20__, by _____, **GRANTOR**, and the Mayor
and Council of Brunswick, a municipal corporation of the State of Maryland,
GRANTEE.

RECITALS

1. Grantor is the fee simple owner of the tract(s) or parcel(s) of real estate located in the City of Brunswick, Frederick county, Maryland, and more particularly described in a Deed to Grantor from _____ dated _____ and recorded among the Land Records of Frederick County, Maryland in Liber ____, folio ____ (hereinafter the “**Property**”) over and across which it is necessary to provide for storm water drainage and/or management system(s) for the benefit of adjacent and other nearby properties, which may include, but are not limited to, ditches, pipes, ponds, inlets and culverts and accessory equipment or utilities (hereinafter collectively referred to as “**Facilities**” or singly referred to as “**Facility**”) and;
2. Grantor and Grantee acknowledge and agree that it is necessary to provide for the future maintenance of the Facilities and for the rights of the Grantee to inspect the Facilities to determine and/or enforce Grantor’s compliance with its maintenance

obligations under this Deed of Easement and for that purpose the Grantor and Grantee have executed and delivered these presents.

WITNESSETH: That for and in the consideration of the sum of Zero Dollars (\$0.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the said _____, Grantor, does hereby grant, convey and confirm unto the Mayor and Council of Brunswick, Grantee, and its successors and assigns, the following described perpetual non-exclusive easement(s) and right(s)-of-way on, over and across that part of the Property as hereinafter described for the purpose of inspecting and if necessary (as set forth herein) maintaining, repairing, replacing, altering, and operating the Facilities or any part thereof (hereinafter referred to as the “**Easement(s)**”). The Easement(s) is(are) described as “_____”, containing _____square feet or _____ acre(s) (hereinafter referred to as the “**Easement Area(s)**”) on a graphic/drawing prepared by _____, Surveyors/Engineers, dated _____, Job or Project No. _____, and entitled “_____” attached hereto and incorporated herein as **EXHIBIT A.**

TO HAVE AND TO HOLD the Easement(s), together with the rights and privileges appurtenant to their proper use and benefits, forever, by the Grantee, its successors and assigns.

AND THE GRANTOR, FOR ITSELF, ITS PERSONAL REPRESENTATIVES AND HEIRS OR SUCCESSORS AND ASSIGNS, as applicable, covenants and agrees with the Grantee, its successors and assigns, that the Easement(s) herein granted and conveyed on and over the Property shall be subject to the following covenants, conditions and restrictions which shall run with the land:

FIRST: The Grantor will never erect, nor permit to be erected, any building or structure of any nature whatsoever, including fences, nor fill, nor excavate, nor plant trees or shrubbery within the Easement Area(s) without the Grantee’s prior written consent.

SECOND: The Grantee, its successors and assigns, shall at all times have a right to enter the Easement Area(s) for the purpose of inspecting and where necessary due to Grantee's failure to perform its obligations under this Deed of Easement as hereinafter provided, maintaining, repairing, replacing, altering, and operating the Facilities within the Easement Area(s) at Grantee's expense and risk;

THIRD: The responsibilities for the maintenance of the Facilities are set forth in the Maintenance Covenants Agreement attached hereto as **EXHIBIT B** and incorporated herein by this reference as if fully set forth;

FOURTH: The Grantor further covenants and agrees that the Easement(s), and the Maintenance Covenants Agreement contained in **EXHIBIT B** shall run with the Property and shall bind the Grantor, its personal representatives, heirs, successors or assigns, as applicable, and shall bind all present and subsequent owners of the Property.

FIFTH: The Grantor covenants and agrees that all parties having an interest in the Property have executed this Deed of Easement and agreed to the terms hereof.

SIXTH: The Grantor will warrant specially the Easement(s) and shall execute such further assurances thereof as may be requisite.

SEVENTH: The Facilities shall be and remain the property of the Grantor_____/ Grantee _____.

EIGHTH: The Grantee, its employees and agents, shall have the right of ingress and egress to and from the Easement(s) at all times, on and across the Property, provided, however, that the Grantee shall use existing roadways where possible, and shall minimize damage to growing crops, planted or cultivated fields, streams, lawns, pastures and structures.

NINTH: The Grantee shall have the right but not the obligation, to trim, cut and remove trees, shrubbery, fences, structures or other obstructions in the Easement Area(s), deemed by Grantee to interfere with the proper and efficient use of the Easement(s) for the purposes named.

TENTH: The introductory "Recitals" are incorporated herein and accurately represent the factual basis for this Deed of Easement and the intentions of the Grantor and Grantee herein.

WITNESSETH:

GRANTOR

By: _____ (SEAL)

Name:

Title:

WITNESSETH:

GRANTEE:

MAYOR AND COUNCIL OF
BRUNSWICK

By: _____ (SEAL)

Carroll A. Jones, Mayor

STATE OF _____:

to wit:

COUNTY OF _____:

I HEREBY CERTIFY that on this ____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, _____, who acknowledged himself to be said _____ and that he, as _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

[SEAL]

My commission expires: _____

* * *

STATE OF _____:

to wit:

COUNTY OF _____:

I HEREBY CERTIFY that on this ____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Carroll A. Jones**, who acknowledged himself to be the Mayor of the City of Brunswick, and acknowledged the foregoing instrument to be the act of the Mayor and Council of Brunswick, and at the same time, he made oath in due form of law that he is the Mayor of said City of Brunswick and is duly authorized to make this acknowledgement on its behalf.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

[SEAL]

My commission expires:_____

I, the undersigned, hereby certify that I am an attorney duly admitted to practice before the Court of Appeals of the State of Maryland and that the within instrument was prepared under my supervision.

EXHIBIT A

Description of Easement Area(s)

EXHIBIT B

INSPECTION AND MAINTENANCE COVENANTS AGREEMENT FOR STORMWATER MANAGEMENT AND/OR STORM DRAINAGE FACILITIES

1. The Grantor, for itself, its personal representatives, heirs, successors and assigns, as applicable, covenants, and agrees that it is obligated and responsible for and shall provide for the maintenance and repair of the Easement Area(s) and all of the Facilities in the Easement Area(s) to ensure that the Facilities are and remain in proper working condition, in accordance with the approved Improvement Plan(s) No. _____ and standard details on file with the City of Brunswick, and all applicable standards, rules, regulations, and laws. The Grantor, its personal representatives, heirs, successors and assigns, as applicable, shall perform necessary grass cutting and trash removal as part of regular maintenance obligations hereunder commencing immediately upon the recording of this Deed of Easement.
2. The person(s) or entities having legal title to the Property where any Facility is located is responsible for the maintenance of that Facility.
3. Upon receipt of written notice from the Grantee of any problems or deficiencies in any of the Facilities to be maintained by Grantor, the Grantor will correct or cause to be corrected the problems or deficiencies as directed by the Grantee. If the requested corrections are not made within thirty (30) days of the date of the written notice, the Grantee may, at its discretion, perform all the necessary work to bring the Facilities into compliance with applicable statutory requirements, and the Grantor, its personal representatives, heirs, or successors and assigns, as applicable, shall be assessed for the cost of the work. If not paid within thirty (30) days, the assessment shall create a lien on the Property and may be included in the tax bill for the Property and collected as taxes by the Grantee or by Frederick County on Grantee's behalf.

4. The Grantor shall indemnify, defend and save Grantee harmless from and against any and all claims for damages to persons or property arising from the construction, maintenance, repair, alteration, inspection and use of the Facilities.

5. The agreements and covenants contained herein shall apply to and bind the Grantor and its personal representatives, heirs, successors and assigns, as applicable, and shall bind all present and subsequent owners of the Property for such time as each owner is in title to the Property.

6. An attempted transfer of the maintenance responsibilities hereunder shall not be effective as against Grantee, and Grantor shall retain such responsibilities, unless and until the Grantor, its personal representatives and heirs or successors and assigns, as applicable, provides Grantee a copy of the document of transfer signed by all parties thereto.

7. For the purposes of this Deed of Easement/, the singular shall include the plural, the plural the singular, and the use of any gender or the neutral gender, shall include all genders.

LIENHOLDER CONSENT

The undersigned lien holder does hereby consent to the aforesaid Deed of Easement for the "Property" described therein, and by his/her signature does hereby grant and convey the Easement(s) described herein to Grantee as legal title holder of the Property and does hereby further agree that the Easement(s) shall survive any sale under his/her/its Deed of Trust/Mortgage/Judgment dated ____, and recorded among the Land Records of Frederick County, Maryland in Liber ____, folio __.

WITNESS:

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 200__, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ____, and he/she did acknowledge the foregoing instrument to be his/her act and deed.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: